

Leah Beltz (Leah Medlin Beltz)

Civil Action File

Plaintiff

No. 1:15-CV-02649-AT-WEJ

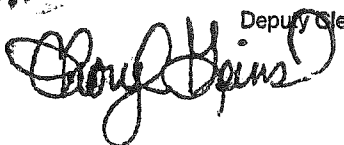
FILED IN CLERK'S OFFICE
U.S.D.C. Atlanta

v.

CitiMortgage, Inc.

JUN 30 2016

Defendant

By: JAMES N. HATTEN, Clerk
Deputy Clerk


Final Report and Recommendation

I am very disheartened to learn the Magistrate Judge is showing no leniency for my situation.

Although I fully agree with all the Complaints my attorney had filed, I do not know Law.

The fact that I didn't understand everything I needed to prove my case, left me at total disadvantage. The late responses are not being allowed. There is no way a person representing themselves can possibly be held to the same exact standards as the Defendant who have bottomless bank accounts and high ranking attorneys.

I would ask the Court to grant an extended period of time for me to rehire my Attorney and prepare the additional documentation for our opposition of the Summary for Judgment. Obviously my simple and crude responses had zero possibility of proving my side.

I ask that Judge Johnson and Judge Totenburg reconsider the Summary Judgement. My intent is to rehire Schuyler Elliott, attorney for the Appeal, if Judge Totenburg agrees with Judge Johnson. It is clear that based on the information or lack of, that Judge Johnson has to rule in CitiMortgages' favor.

I also understand he is making this decision based on his knowledge which is just a small portion of the years of wrongdoing by Citi.

2.

I do respect you ,Judge Johnson and why you came to your decision. Now I realize that I have a complete “fool” as a client.

It has now become a necessity for me to have Attorney Elliott to handle the Appeal or if the Court's decision changes, for Trial.. I have contacted my previous attorney, Mr. Elliott and he is aware of my wanting to retain him for the duration of these proceedings. After we resolve scheduling conflicts, and I sell some of my personal items for Retainer, my intent is to continue with him as Counsel.

Response to page one:

I agree with all wrtten information

Response to page two:

I agree with all written information

Response to page three:

My intent was to never abandon any complaint, I simply did not understand that responses were needed or I would have sent them with the other paperwork. After reading many things that were out of scope of understanding, I have failed.

Response to page four:

I did make several strong allegations, and I now understand they can not be addressed at this time. That is why I am begging for a Trial, there are many incidents that could not be covered without having Attorney for months.

3.

Response to page five:

I did not realize I was supposed to address every single item.

Response to page six:

I did not realize I was to address this.

Response to page seven:

It does make sense that a person representing themselves must abide by the Law, but there is no humanly way to understand and respond the way an experience lawyer would. I am not sure where the Leniency is applied. I am not in prison, where I have lawbooks and endless time. I am a mother to a disabled daughter, I work full time, and have a 19 year old son.....I did the best I could under the circumstances. I just didn't have the money for an Attorney at that time, with all the moving expenses from losing the house in foreclosure.

Response to page eight -13

I fully disagree that a completed loan modification package was never sent. Please refer to the testimony of Judge Jeffrey Grable regarding this issue at the Injunction Hearing. Judge Johnson quoted the testimony of Ms. Schneider of Citi, but she recanted later in the Injunction Hearing that they DID receive a completed Loan Modification package. They simply are using this total lie to get avoid further issues.

My Attorneys personally stacked and sent many loan modification packages before and after the Settlement Agreement.

Response to page 14

4.

I definitely didn't agree with Citi's responses , and obviously am forced to rehire attorney.

Response to page 15

My attorney will prove that Citi Mortgage did violate the regulation and that I was damaged.

Response to page 16

The Loss Mitigation application is NOT the same as the Loan Modification Application. These are two separate applications. I do not agree with the Court's understanding about Citi ^{not} having to adhere to the Regulation X. JB

The loss Mitigation application is not the same application provided from HAMP .

My entire case is centered around the mishandling of the Loan Modification Application that is through the HAMP government program. There is a set of guidelines specifically in place, since the Servicer of the Loan usually processes the Loan Modification which includes a government created application. Since Citi was recognized by an Investigation through the Home Affordable Program as mishandling thousands of Loan Modificaiton packages, the government put rules in place to notify homeowners of missing docs, and limited amount of days the Servicer/ Citi could take to process and other stipulations.

I was never offered a private Citi Loan Modification or the HARP program.....I was offered only the Home Affordable Mortgage Program, where the government gave money to Citi for putting the program in place.

Responses to page 17:

I was NOT notified that there were missing documents. My attorney proved that everything was included. They stated one form that was provided on the HAMP website had a date in small

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on the bottom that could not be used. My attorney explained every single word was the same, and that it was on the HAMP website (only the printed date from Hamp was different). They wouldn't allow us sending in that one form again, or accepting the one that obviously was still on the HAMP website. That is why I filed suit.

Response to page 18

Ms. Schneider later changed her testimony at the Injunction Hearing that she DID receive a complete loan modification package. She used the excuse that my attorney had sent e mail several weeks after they received the LAST loan modification package. It was additional information about my husband's pay increase, so she testified she THEN considered it incomplete. Notifying them of a pay raise the minute we found out gave them an excuse to say the Loan Modification package was incomplete. It is unlawful to NOT update the Servicer reviewing Loan Modification if there is ANY change in income during the process.

There was only a letter from his company about the raise, since it just went into effect. There were NO paystubs at that point since it was a letter notifying Citi about the raise. It didn't hold anything up, it was just letting them know of this putting us in a better position. I was following the law and notifying them of income raise, so they turned it around that the Loan Modification was SUDDENLY incomplete?

We can prove that every single thing was in the Loan Modification packages over and over. Citi would not respond for weeks, and on two occasions months.

6.

Response to page 19

I did not self inflict issues with the Loan Modification . The legal department would not return calls during the settlement agreement, laid off the entire modification team for two weeks, and would not pick up the phone in the legal department or answer multiple e mails placed by others in processing department to discuss the options. Citi had agreed to allow me contact with the legal department, but did not follow through. I needed clarification since my husband had fouond a better paying job, due to me having to spend more time with my disabled daughter. The HAMP program suggests that Lenders can reduce balance, interest rate and penalties to make the HAMP modification work. They would not discuss anything with me during the entire 6 years.

My attorney asked Citi repeatedly to allow me to continue the 1,524.00 modified payments they had put in place for over one year. Citi refused my payments, and used the excuse they had dropped the ball and never booked the original modification. If I were able to continue payments, I would not be showing 6 years of foreclosure status and accrued the extra 100,000 penalties and interest!

Response to Page 20

Dual tracking was absolutely done in 201³₂ by Citi to me! After having investors approach my front door, my home had been advertised as a foreclosure being sold on courthouse steps. My attorney sent proof directly to Citi's counsel with the advertisment. They removed the ad, after realizing that they were DUAL TRACKING.

Response to page 21

No comment without attorney

Response to page 22

CFPB created a new law in 2015 that did cover the response time and reporting of progress of the Loan Modification process. CitiMortgage responded to my Claim of their mishandling, but in the Summary Judgement misled the Court or purposefully confused the Court by not addressing the exact part of the law pertaining to modifications. Yes they were not collecting on a loan as they stated to muddy the water for their REAL mishandling. Please refer to the exact details relating to the loan modification process instead of them leading you to the path of them not falling under the law in this situation.

I appreciate your time and effort and hope that you realize I am desperate to have a Trial to expose the issues. I did not have any intention of disrespecting any of the Judges reviewing this, I am so passionate about all the wrongdoing over six and one half years. This is personal, this is my life and it has been on hold for over six years...not because I wanted a free home.....I wanted to earn a Loan Modification that was given to me for over 1 ½ years and then taken away.

Leah Beltz

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